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Attorneys for PLAINTIFF AND COUNTER-DEFENDANT
 GOOD TIMES RESTAURANTS, LLC AND
 THIRD PARTY DEFENDANT VIKRAM BHAMBRI

UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

GOOD TIMES RESTAURANTS, LLC, a)
 California limited liability company,)
 Plaintiff,)
 v.)
 SHINDIG HOSPITALITY GROUP LLC,)
 an Illinois limited liability company; and)
 DOES 1-10,)
 Defendant.)

SHINDIG HOSPITALITY GROUP LLC,)
 an Illinois limited liability company)
 Counter-Plaintiff,)
 v.)
 GOOD TIMES RESTAURANTS, LLC, a)
 California limited liability company,)
 Counter-Defendant.)

Case No. 3:21-cv-07688 AGT

**AMENDED NOTICE OF MOTION AND
 MOTION OF COUNTER-DEFENDANT
 GOOD TIMES, LLC AND THIRD-PARTY
 DEFENDANT VIKRAM BHAMBRI TO
 STRIKE ALLEGATIONS FROM THE
 COUNTERCLAIM AND THIRD-PARTY
 COMPLAINT OF SHINDIG
 HOSPITALITY GROUP, LLC**

Date: Friday, March 25, 2022
 Time: 10:00 a.m.
 Courtroom: A – 15th Floor
 [The Honorable Alex G. Tse]

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on Friday, March 25, 2022 at 10:00 a.m., or as soon thereafter as the matter can be heard before the Honorable Alex G. Tse in Courtroom A, 15th Floor of the United States District Court for the Northern District of California, located at 450 Golden Gate Avenue, San Francisco, California 94102, counter-defendant Good Times Restaurant, LLC (“Good Times”) and Third Party defendant Vikram Bhambri (“Bhambri”) will and hereby do move to strike allegations contained in the Counterclaim and Third-Party complaint of Counterclaimant Shindig Hospitality Group, LLC (“Shindig”). In its pleading, Shindig characterizes its Counterclaim and Third-Party complaint collectively as the “Counterclaim.”

The Motion to Strike is made pursuant to Rule 12(f) of the Federal Rules of Civil Procedure because a number of the allegations in the Counterclaim concern injuries purportedly suffered by non-party Manish Mallick and Shindig. As such, the allegations are properly stricken because they are irrelevant, immaterial and impertinent to the issues in the Counterclaim and Third Party Complaint.

Similarly, the allegation that Good Times provided Shindig with undocumented employees as to whom Shindig was forced to pay them in cash is properly stricken because there is no legal basis for the allegation and it is therefore irrelevant, immaterial and impertinent.

The allegations in the Counterclaim to be stricken are:

1. The entirety of paragraph 17 of the Counterclaim which reads:

Relying on Bhambri’s representations, Mr. Mallick agreed and began taking steps to form a legal entity (Shindig), scout a location to open the bar and restaurant, and generate the funds needed to finance the opening of the restaurant.

2. The entirety of paragraph 18 of the Counterclaim which reads:

The parties agreed that the restaurant would operate under the name “ROOH” and serve progressive Indian food and Asian inspired cocktails (the “Restaurant”).

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3. The portion of paragraph 22 of the Counterclaim which reads
having already invested approximately \$700,000.00 into the buildout and opening
of the Restaurant,

4. The entirety of paragraph 26 of the Counterclaim which reads:

As part of the terms of the Shindig Operating Agreement, Mr. Mallick would pay
an initial capital contribution of \$660,000.00. The remaining members would
each pay a capital contribution of \$110,000.00.

5. The portion of paragraph 29 of the Counterclaim which reads:

“Mr. Mallick paid all amounts to secure the Property out of his own funds.”

6. The entirety of paragraph 30 of the Counterclaim which reads:

Thereafter, Mr. Mallick spent significant time, money, and energy preparing the
Property to operate as a bar and restaurant.

7. The portion of paragraph 31 of the Counterclaim which reads:

“As a result, Mr. Mallick had no choice but to work extensively with third parties
to design and implement a space for the Restaurant.”

8. The entirety of paragraph 34 of the Counterclaim which reads:

“As a result, Mr. Mallick was forced to quit his own full-time job and take over
exclusive operation of the Restaurant due to continuous operational issues, only
some of which are described below.”

9. The portion of paragraph 45 of the Counterclaim which reads:

“Good Times engaged in improper labor practices by sending their employees
who were not legal to work at the Restaurant and forcing Shindig to pay the
employees in cash.”

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1 The Motion to Strike (the “Motion”) is based on this Amended Notice of Motion
2 and Motion, the accompanying Memorandum of Points and Authorities in support of the
3 Motion; all pleadings on file in this matter and the arguments of counsel and all other
4 matters that may be presented to the Court at the time of the hearing of this Motion.

5 Dated: February 15, 2022

GORDON REES SCULLY MANSUKHANI, LLP

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7 By:



David L. Jordan

Edward Romero

8 Attorneys for PLAINTIFF AND COUNTER-
9 DEFENDANT GOOD TIMES RESTAURANTS,
10 LLC and THIRD PARTY DEFENDANT
11 VIKRAM BHAMBRI
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CERTIFICATE OF SERVICE

I hereby certify that on February 15, 2022, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the CM/ECF registrants.

/s/ David L. Jordan
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